

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----	X	
JOHN WILEY & SONS, INC.,	:	
Plaintiff,	:	
	:	1:11-CV-05454-KPF
v.	:	
	:	ECF Case
DRK PHOTO, a sole proprietorship,	:	
	:	
Defendant.	:	
-----	:	
DRK PHOTO, a sole proprietorship,	:	
Counterclaimant,	:	
	:	
v.	:	
	:	
JOHN WILEY & SONS, INC.	:	
	:	
Counterdefendant.	:	
-----	:	

DECLARATION OF DANIEL KRASEMANN

I, Daniel Krasemann, hereby declare pursuant to 28 U.S.C. § 1746:

1. I have owned and operated DRK Photo (“DRK”), the Defendant and Counterclaimant in the above-entitled matter, as a sole proprietorship since 1981. I have personal knowledge of the matters set forth herein.
2. DRK is a Sedona, Arizona stock photography agency engaged in licensing photographic images to publishers, including John Wiley & Sons, Inc. (“Wiley”), as well as other clients.
3. DRK obtained the right to license the photos at issue (the “Photographs”) through execution of various written agreements from the photographers who took them. Copies of these agency agreements for the photographers whose photographs are in-suit are attached hereto as Exhibit 1.

4. One of the photographers DRK represents is my brother, Stephen Krasemann. Stephen Krasemann has no ownership interest in DRK and has never been an employee of DRK.

5. Stephen Krasemann executed two copyright assignment documents to DRK. A true and correct copy of the first assignment, executed on June 24, 2008, is attached hereto as Exhibit 2. The second assignment, executed on April 14, 2009, is part of Exhibit 13 to Wiley's Declaration of Robert Penchina (Doc. 54, Bates No. DRK v. Wiley AAA 00046).

6. I misunderstood that DRK needed the second assignment form from Stephen Krasemann. In fact, the 2008 assignment transferred all of Stephen Krasemann's copyrights to DRK, including those in photographs he had previously registered. *See* Exhibit 2, which assigns "all copyrights and complete legal title in the [undersigned's] Images [selected by DRK PHOTO ("DRK") and included in DRK's collection]."

7. DRK labels its images through an internal numbering system. Typically, the images are numbered in order sequentially when they are received, and the label number allows DRK to ascertain the date when the image was first released into DRK's collection.

8. Special circumstances, however, applied to images supplied to DRK by my brother, Stephen Krasemann. Many times, DRK assigned label numbers to Stephen Krasemann photographs, but did not release the images into DRK's collection until a later date; sometimes DRK did not review the images until Stephen returned and assigned a label number at that time. This occurred for various reasons, including by way of example:

- a. DRK maintains a fire-proof location to store film. Occasionally, when Stephen Krasemann was travelling, he would send an entire batch of film to DRK and request that it be stored safely in DRK's vault on his behalf. DRK would hold these images

until Stephen Krasemann returned from his travels to review and approve them for publication.

- b. Stephen Krasemann requested first publication rights in the images;
- c. Stephen Krasemann had previously promised the right of first publication to another publisher.

9. For the above reasons, DRK's label numbers of Stephen Krasemann's images – unlike those from other photographers not related to me – do not reliably indicate the date that the image was first released for publication.

10. Image 904674 (originally numbered 127413), taken by Stephen Krasemann, was assigned an image number when I received it, but I have no records on whether it was released into DRK's collection or available for license at that time. I don't know, based on DRK's records, whether DRK made this image available for license prior to 2001.

11. Image 901854, taken by Stephen Krasemann, was assigned an image number when I received it, but I have no records on whether it was released into DRK's collection or available for license at that time.

12. DRK first licensed Image 901854 from Copyright Registration VAu 175-200 for publication in a 1993 John Wiley & Sons, Inc. textbook.

13. Image 905367, taken by Stephen Krasemann, was assigned an image number when I received it, but I have no records on whether it was released into DRK's collection or available for license at that time.

14. DRK first licensed Image 905367 on October 10, 2001.

15. At the time that I verified the complaint filed by DRK in this action, I was operating under the good faith belief that Image 905367 was included in the application submitted by

Stephen Krasemann for Registration No. VAu 516-002. During the course of discovery in this matter, I learned that Image 905367 was omitted from the application and had not been properly registered.

16. I filed an application with the Copyright Office for registration of Image 905367 on January 22, 2013. The Registration No. is VA 1-849-343.

17. Approximately 100 DRK photographers signed the assignment of copyrights form.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read 'D. Krasemann', written over a horizontal line.

Daniel Krasemann

DATE: 6-14-2013

EXHIBIT 1



DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

ORIGINAL

November 12, 1984

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

Photographed By: Wiley AAA-01033 DRK Photo


ORIGINAL

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.


Very Truly Yours,



Photographers Signature



Address



Phone Number



Social Security or Social Insurance #



Agreed To And Accepted By: [DRK PHOTO]

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

ORIGINAL

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9096

DRK v. Wiley AAA 01035

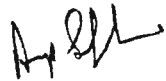
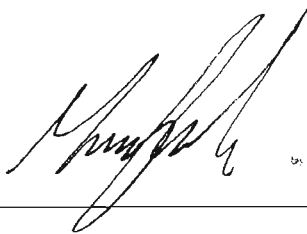


page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

(Anup and Manoj Shah)

Photographers Signatures



Address



Phone Number

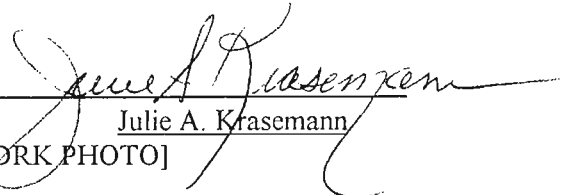


Fax Number

Social Security or Social Insurance #



Daniel R. Krasemann



Julie A. Krasemann

Agreed To and Accepted By: [DRK PHOTO]

21 / FEBRUARY / 1996

Date (January 16, 1996)

ORIGINAL



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 • FAX (602) 284-9096

September 9, 1991

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

page 1 of 2 - contract

CONFIDENTIAL



DRK v. Wiley AAA 01037

Page 2 of 2 - contract

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

✓ Barbara Gerlach
Photographers Signature

(Barbara Gerlach)

✓ [REDACTED]
Address

✓ [REDACTED]
Phone Number


✓ [REDACTED]
Social Security or Social Insurance #

[Signature]
Agreed To and Accepted By: [DRK PHOTO]

CONFIDENTIAL

DRK v. Wiley AAA 01038

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351


(revised - model release)

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to clearly mark all photographs for which a model/property release has been obtained and will provide such release to DRK PHOTO upon request. If not so marked, DRK PHOTO shall assume that a model/property release does not exist.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

ORIGINAL

page 1 of 2 - contract

over...



CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9806 FAX (520) 284-9096

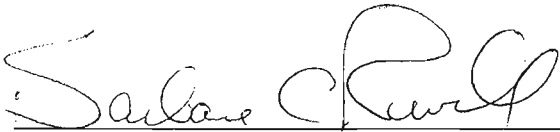
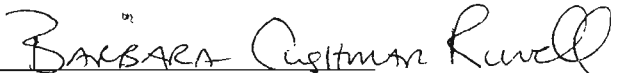
DRK v. Wiley AAA 01039


page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.


In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

✓  Barbara Cushman Rowell
 Photographers Signature (full name)  Print Full Name


 Address


 Phone Number


 Fax Number *

✓ 
 Social Security or Social Insurance #


 Daniel R. Krasemann


 Julie A. Krasemann

Agreed To and Accepted By: [DRK PHOTO]

04/15/96
 Date (April 15, 1996) ✓

CONFIDENTIAL

DRK v. Wiley AAA 01040

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

DRK PHOTO



Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

ORIGINAL

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (602) 284-9808 FAX (602) 284-9096

DRK v. Wiley AAA 01041



page 2 of 2 - contract

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

✓  (Bob Gurr)


Photographers Signature



Address



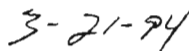
Phone Number

✓ 

Social Security or Social Insurance #

 (Daniel R. Krasemann)

Agreed To and Accepted By: [DRK PHOTO]



Date (March 21, 1994)

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

DRK PHOTO



Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

ORIGINAL

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (602) 284-9808 FAX (602) 284-9096

DRK v. Wiley AAA 01043



page 2 of 2 - contract

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

(Darrell G. Gulin)

✓

Photographers Signature

Address

Phone Number

✓

Social Security or Social Insurance #

Agreed To and Accepted By: [DRK PHOTO]

✓

Date (November 18, 1994)

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9096

DRK v. Wiley AAA 01045



page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.

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Very Truly Yours,

✓ *D.L. Woodfall*
 Photographers Signature (full name)

✓
 DAVID LYN WOODFALL
 Print Full Name

Address

Phone Number

Fax Number

Social Security or Social Insurance #

D.R. Krasemann
 Daniel R. Krasemann

Julie A. Krasemann
 Julie A. Krasemann

Agreed To and Accepted By: [DRK PHOTO]

03-02-99
 Date (March 2, 1999)



DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

December 12, 1984

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

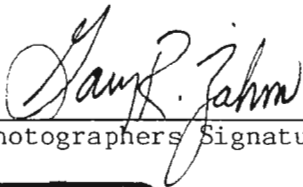
DRK PHOTO
Photography By: [illegible] DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.


I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.


Very Truly Yours,

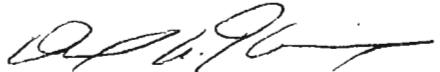


Photographers Signature



Address

Phone Number

Social Security or Social Insurance #

Agreed To And Accepted By: [DRK PHOTO]



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 • FAX (602) 284-9096

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

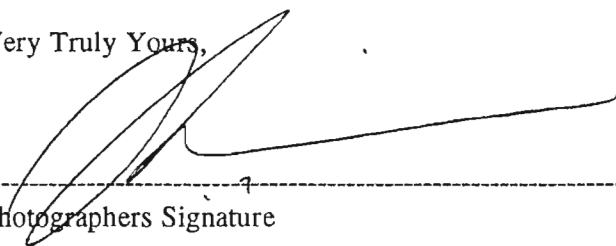
page 1 of 2 -- contract

Page 2 of 2 -- contract

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,



(Jeremy Woodhouse)

Photographers Signature



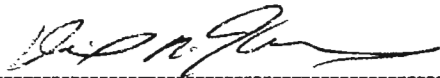
Address



Phone Number



Social Security or Social Insurance #



Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809

CONFIDENTIAL

November 28, 1989

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

CONFIDENTIAL

Photograph By: Wiley AAA-01051 DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use. *sc.*

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

✓ *John Cancalosi*

Photographers Signature

(John Cancalosi)

Address

Phone Number

✓ _____
Social Security or Social Insurance #

[Signature]

CONFIDENTIAL

Agreed To and Accepted By: [DRK PHOTO]

DRK v. Wiley AAA 01052

ORIGINAL

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

ORIGINAL

January 16, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK PHOTO
Photography By Stephen A. Kruse
DRK PHOTO
Wiley AAA-01053

ORIGINAL

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,




Photographers Signature



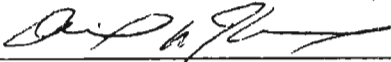
Address



Phone Number



Social Security or Social Insurance #



Agreed To And Accepted By: [DRK PHOTO]

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



February 11, 1983

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my sole and exclusive agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that DRK PHOTO shall have three (3) years to effect the return of materials in the event that this contract is terminated and agree that this contract will be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK v. Wiley AAA 01055
Photograph By - Stephen J. Krasemann DRK Photo

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

Johnny Johnson

Photographers Signature

[Redacted Address]

Address

[Redacted Phone Number]

Phone Number

[Redacted Social Security Number]

Social Security or Social Insurance #

CONFIDENTIAL

Agreed To And Accepted By: [DRK PHOTO]

DRK v. Wiley AAA 01056

Photograph By - Stephen J. Krasemann/DRK Photo



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809

ORIGINAL

April 27, 1988

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK v. Wiley AAA 01057
Photograph By Stephen W. Kruse, DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.


In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,


✓ 

Photographers Signature

(Kim Heacox)




Address



Phone Number

✓ 

Social Security or Social Insurance #



Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



ORIGINAL

May 27, 1988

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

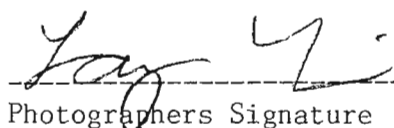
DRK v. Wiley AAA 01059
Photograph by Stephen J. Krusek DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.


I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

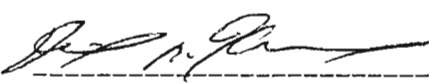
✓ 
Photographers Signature

(Larry Lipsky)


Address


Phone Number

✓ 
Social Security or Social Insurance #


Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



ORIGINAL

February 4, 1987

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK PHOTO
Photography by Wiley AAA01061 DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,



(Larry Ulrich)

Photographers Signature

Address

Phone Number

Social Security or Social Insurance #

Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



ORIGINAL

October 28, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

Photodisc By Wiley AAA-01063 DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

X Lewis Kemper (Lewis Kemper)
Photographers Signature

[REDACTED]
Address

[REDACTED]
Phone Number

X [REDACTED]
Social Security or Social Insurance #

[Signature]
Agreed To And Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

ORIGINAL

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9096

DRK v. Wiley AAA 01065

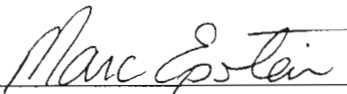


page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,



 Photographers Signature

(Marc Epstein)


 Address


 Phone Number

ORIGINAL


 Social Security or Social Insurance #


 Agreed To and Accepted By: [DRK PHOTO]

01-16-96
 Date (January 16, 1996)

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9096

DRK v. Wiley AAA 01067

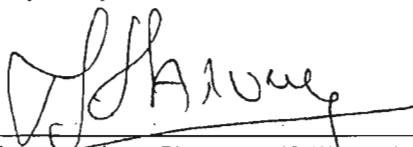


page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.


In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,


✓ 
 Photographers Signature (full name)

✓ MARTIN HARVEY

Print Full Name


 Address


 Phone Number



 Fax Number

✓ 
 Social Security or Social Insurance #


 Daniel R. Krasemann


 Julie A. Krasemann

Agreed To and Accepted By: [DRK PHOTO]

✓ 
 Date (April 9, 1999)

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



March 26, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

ORIGINAL

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK v. Wiley AAA-01069
Photograph by Wiley AAA-01069 DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

x Marty Cordano
Photographer's Signature

x [REDACTED]
Address

x [REDACTED]
Phone Number

x [REDACTED]
Social Security or Social Insurance #

[Signature]
Agreed To And Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

ORIGINAL

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9096

DRK v. Wiley AAA 01071



page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

- In the event of my death I authorize DRK Photo to commence issuing my commission checks to my wife; Rose Elisabeth Houk.

Very Truly Yours,

✓ Michael P. Collier MICHAEL P. COLLIER
Photographers Signature (full name) Print Full Name

✓ [REDACTED]
Address

✓ [REDACTED] ✓ [REDACTED]
Phone Number Fax Number

✓ [REDACTED] ORIGINAL
Social Security or Social Insurance #

Daniel R. Krasemann Julie A. Krasemann
Daniel R. Krasemann Julie A. Krasemann
Agreed To and Accepted By: [DRK PHOTO]

11-15-96
Date (November 15, 1996)



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809

May 15, 1989

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

CONFIDENTIAL

Photograph by: Wilbur Kasper for DRK Photo
DRK v. Wiley AAA-01073

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



March 3, 1983

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my sole and exclusive agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that DRK PHOTO shall have three (3) years to effect the return of materials in the event that this contract is terminated and agree that this contract will be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK v. Wiley AAA 01075
Photograph By - Stephen J. Krasemann/DRK Photo

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

Photographers Signature

Address

Phone Number

Social Security or Social Insurance #

CONFIDENTIAL

Agreed To And Accepted By: [DRK PHOTO]

DRK y. Wiley AAA 01076
Photograph By: Stephen J. Krasemann DRK Photo

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

Gentlemen:

DRK PHOTO



LICENSING

SM DRK

I desire that you act as my agent with the respect to the ~~sale or leasing~~ of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

ORIGINAL

page 1 of 2 - contract

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (520) 284-9808 FAX (520) 284-9098

DRK v. Wiley AAA 01083



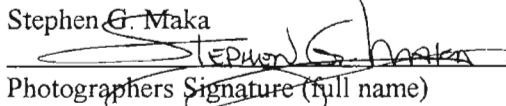
page 2 of 2 - contract

I understand that DRK PHOTO will honor the exclusive license/sale of an image made by the photographer or another agency, for the duration of that exclusive license/sale, and limited to the specific market, (if applicable) by temporarily restricting licensing of said image to that market. Further, DRK PHOTO will not require, nor ask a photographer or agency for exclusivity of an image until such time that DRK PHOTO has made an exclusive sale of that image. As above, DRK PHOTO would then expect all parties to honor the terms of its exclusive license/sale. Without this condition of an exclusive license/sale being made, all parties are free to promote and/or market all images without restriction.


In the event of termination of this agreement, DRK PHOTO retains the right to its normal commission on all sales which ~~might~~ arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,


Stephen G. Maka


Photographers Signature (full name)


Print Full Name


Address


Phone Number

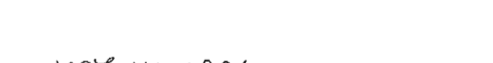

Fax Number


Social Security or Social Insurance #


Daniel R. Krasemann


Julie A. Krasemann

Agreed To and Accepted By: [DRK PHOTO]


Date (April 22, 1996)

ORIGINAL

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



March 27, 1987

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

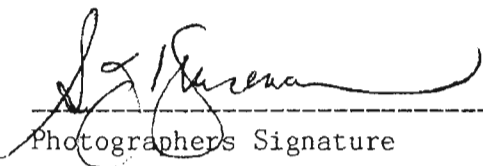
I understand that this agreement shall be in effect for a minimum of three (3) years.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.


In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,



Photographers Signature


(Stephen J. Krasemann)



Address



Phone Number



Social Security or Social Insurance #



Agreed To and Accepted By: [DRK PHOTO]

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



ORIGINAL

November 10, 1986

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

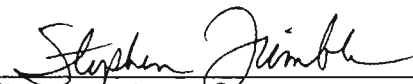
DRK PHOTO
Photography By Wiley AAA-01087
DRK PHOTO

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.


I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.


Very Truly Yours,

 (Stephen Trimble)


Photographers Signature



Address



Phone Number



Social Security or Social Insurance #



Agreed To And Accepted By: [DRK PHOTO]

CONFIDENTIAL

DRK v. Wiley AAA 01088

ORIGINAL



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 • FAX (602) 284-9096

January 26, 1993

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

page 1 of 2 -- contract

CONFIDENTIAL



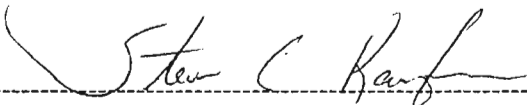
DRK v. Wiley AAA 01089

Page 2 of 2 -- contract

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

✓ 

(Steve Kaufman)

Photographers Signature



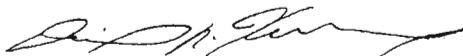
Address

Phone Number

✓ 

Social Security or Social Insurance #



Agreed To and Accepted By: [DRK PHOTO]

CONFIDENTIAL

DRK v. Wiley AAA 01090

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



ORIGINAL

May 2, 1987

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

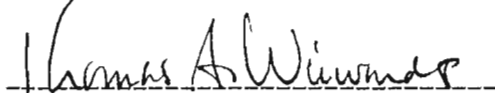
DRK v. Wiley AAA 01091
Photograph By: Stephen J. Krasemann DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.


In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,


✓ 

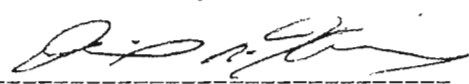
(Thomas A. Wiewandt)

Photographers Signature


Address


Phone Number

✓ 
Social Security or Social Insurance #


Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL



DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809

June 12, 1989

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

ORIGINAL

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion, but that on any "as is" sales or sales where there might be conflict, or photo rights that DRK will notify the photographer. Also, there will be no date as to that first working time - 1st season. I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. ~~Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.~~ At the end of 5 years contract will automatically renew for one year unless terminated 30 days prior to maturity.

CONFIDENTIAL

Photograph by Wiley AAA 01093 DRK Photo

In the event that DRK is sold or placed under new management, we, the photographers, have the option to withdraw from the agency at that time (60 days from notification) no matter where we are in the contract time period.

T.J.L.

T.J.L.

Photos having a model release will be marked MRA. Photos not model released will not be marked.

~~I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.~~

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,

Tom Leeson
Patricia Leeson

(Tom & Pat Leeson)

Photographers Signature

[REDACTED]

Address

[REDACTED]

Phone Number

[REDACTED]

Social Security or Social Insurance #

Daniel R. Krasemann

(Daniel R. Krasemann)

Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL

[REDACTED]



DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

October 18, 1982

DRK Photo
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my sole and exclusive agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any photograph or transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK Photo and myself regarding all sales made and received. Payment is to be made within thirty days of receipt. DRK Photo will notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand and agree that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that DRK Photo shall have three years to effect the return of materials in the event that this contract is terminated and agree that this contact shall be in effect for a minimum of three years.

Continued on page 2

CONFIDENTIAL

DRK v. Wiley AAA 01095
Photograph By - Stephen J. Krasemann DRK Photo

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



Page 2

I am to furnish model releases for all photographs requiring such releases and clearly mark all photos for which a release is not available, if not so marked, DRK Photo will assume that model releases are available and the photographer assumes all liability that might arise from photo usage.

In the event of termination of this agreement DRK Photo retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK Photo shall have the right to grant such usage and collect 50% of the net sale from usage. DRK Photo shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked-up after expiration of this agreement.

Very Truly Yours,
Mr. Tom Bean

TOM BEAN

Name of Photographer

[REDACTED]

Address

[REDACTED]

[REDACTED]

Phone Number

[REDACTED]

Social Security Number

Agreed to and Accepted by:

[Signature]

DRK Photo

CONFIDENTIAL

DRK y Wiley AAA 01096
Photograph By - Stephen J. Krasemann/DRK Photo



DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

ORIGINAL

March 21, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK PHOTO
Photography By Wiley AAA-01097
Hartford, Wisconsin DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

X Jim Bleibel

Photographers Signature

[REDACTED]

Address

[REDACTED]

Phone Number

X [REDACTED]

Social Security or Social Insurance #

[Signature]

Agreed To And Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86351

ORIGINAL

DRK PHOTO



Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within ninety (90) days of receipt. DRK PHOTO shall notify me on a regular quarterly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of five (5) years. Upon each (5) year maturity of this agreement, this agreement shall be automatically renewed for another equal term unless terminated in writing by either party at least thirty days prior to maturity.

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years' time to return all materials that were in circulation at the time of termination.

page 1 of 2 - contract

over...

CONFIDENTIAL

265 Verde Valley School Rd. Sedona, Arizona 86351 U.S.A. (602) 284-9808 FAX (602) 284-9096

DRK v. Wiley AAA 01099



page 2 of 2 - contract


In the event of termination of this agreement DRK PHOTO retains the right to its normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos that were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,




(Tom Brakefield)

Photographers Signature


 Address


 Phone Number

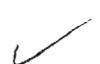

 Social Security or Social Insurance #



3-2-94

(Daniel R. Krasemann)

Agreed To and Accepted By: [DRK PHOTO]


 3-2-94

Date (March 2, 1994)

- ✓ DRK 3/2/94
- a) DRK is prohibited from putting my images on a clip-photo disc.
 - b) DRK is to notify Tom Brakefield for specific written approval covering specific images each time the agency wants to put some of Brakefield's images on a catalog disc or network.
 - c) All sale of rights using any Brakefield images on any CD-ROM product should be structured so that a base fee is paid for an initial limited pressing and a royalty per disc is paid for any discs in excess of this initial number.

ORIGINAL

 CONFIDENTIAL

DRK v. Wiley AAA 01100



DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496

ORIGINAL

May 1, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

DRK v. Wiley AAA-01101
Photograph By Stephen J. Krasenahr/DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.

Very Truly Yours,

x Tom Tied
Photographers Signature

[REDACTED]
Address

[REDACTED]
Phone Number

x [REDACTED]
Social Security or Social Insurance #

[Signature]
Agreed To And Accepted By: [DRK PHOTO]

ORIGINAL

DRK PHOTO

265 Verde Valley School Road • Sedona, Arizona 86336 U.S.A.
(602) 284-9808 or (602) 284-9809



ORIGINAL

November 26, 1986

DRK PHOTO
265 Verde Valley School Road
Sedona, Arizona 86336

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

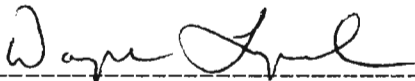
DRK PHOTO
Photograph by [illegible] DRK Photo

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available. If not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.

I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the right to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after term hereof, the user wishes to utilize such duplicate materials. DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and then reprinted or picked-up after expiration of this agreement.

Very Truly Yours,



(Wayne Lynch)

Photographers Signature



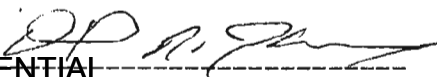
Address



Phone Number



Social Security or Social Insurance #


CONFIDENTIAL

Agreed To and Accepted By: [DRK PHOTO]

ORIGINAL

DRK v. Wiley AAA 01104

DRK PHOTO

743 Wheelock Avenue • Hartford, Wisconsin 53027 U.S.A. (414) 673-6496



ORIGINAL

January 16, 1985

DRK PHOTO
743 Wheelock Avenue
Hartford, Wisc. 53027

Gentlemen:

I desire that you act as my agent with the respect to the sale or leasing of the photographs or transparencies which I have delivered to you and shall deliver to you in the future.

I understand that the best possible care will be taken of my material and agree that you assume no liability for any loss or damage to the items so delivered to you. In the event that any transparency is lost, destroyed or damaged by others, then I give you full and complete authority to make claim or bring suit for redress or compromise said claim without my permission. Any recovery made therein shall be apportioned 50% to each of us, after deduction of your cost and expense to obtain such recovery.

I understand that there will be a 50/50 split between DRK PHOTO and myself regarding all sales made and received. Payment is to be made within thirty (30) days of receipt. DRK PHOTO shall notify me on a regular monthly basis of any sales activity if any sales activity occurred during that time.

I understand that the terms and compensation of the sale or leasing of my photographs or transparencies shall be solely in your discretion.

I understand that I am to provide caption information on all material submitted, including location, species, country, state or province, and other pertinent information. In addition to the above I am to have my name stamped on each photo submitted. 2x2 Kimac sleeves will be provided at cost if necessary.

I understand that this agreement shall be in effect for a minimum of three (3) years.

CONFIDENTIAL

Photocopy by Wiley AAA 01105 DRK PHOTO

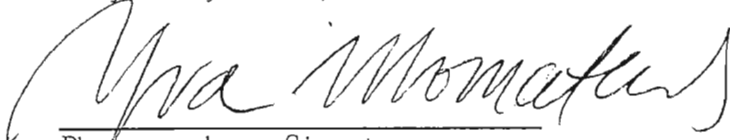
ORIGINAL

I am to furnish model releases for all photographs requiring such releases and clearly mark all photographs for which a release is not available, if not so marked, DRK PHOTO will assume that model releases are available and the photographer assumes all liability that might arise from the photo use.


I understand that in the event this agreement is terminated, DRK PHOTO shall immediately return that portion of total images currently in its' files. DRK PHOTO shall have an additional one (1) years time to return all materials which were in circulation at the time of termination.

In the event of termination of this agreement DRK PHOTO retains the rights to it's normal commission on all sales which might arise from a user who has made duplicates of those transparencies, photographs, or other materials submitted to it during the term of this agreement and then, after the term hereof, the user wishes to utilize such duplicate materials; DRK PHOTO shall have the right to grant such usage and collect 50% of the net sale from usage. DRK PHOTO shall also retain the right to collect 50% from all subsequent pick-ups or reprints on photos which were originally placed with the client during the term of this agreement, and reprinted or picked up after expiration of this agreement.


Very Truly Yours,




Photographers Signature



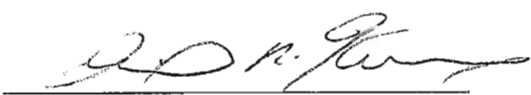
Address



Phone Number



Social Security or Social Insurance #



Agreed To And Accepted By: [DRK PHOTO]

EXHIBIT 2

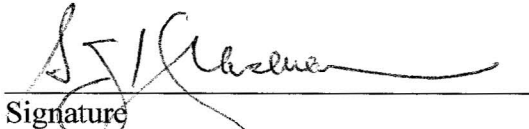
Copyright Assignment, Registration, and Accrued Causes of Action Agreement

The undersigned photographer, the sole owner of the copyrights in the undersigned's images ("the Images") selected by DRK PHOTO ("DRK") and included in DRK's collection, hereby grants to DRK all copyrights and complete legal title in the Images. DRK agrees to reassign all copyrights and complete legal title back to the undersigned immediately upon completion of the registration of the Images, as evidenced by DRK's receipt of a Certificate of Registration from the United States Copyright Office for such Images, and resolution of infringement claims brought by DRK relating to the Images.

The undersigned agrees and fully transfers all right, title and interest in any accrued or later accrued claims, causes of action, choses in action--which is the personal right to bring a case--or lawsuits, brought to enforce copyrights in the Images, appointing and permitting DRK to prosecute said accrued or later accrued claims, causes of action, choses in action or lawsuits, as if it were the undersigned.

Any proceeds obtained by settlement or judgment for said claims shall, after deducting all costs, expenses and attorney's fees, be divided and paid 50% for the undersigned and 50% for DRK.

The Undersigned:


Signature

STEPHEN KRASEMANN
Print Name


Address: R.R. #1
SOUTH GILLIES, ON
POT 2V0

Phone: 807-623-0437

Email: WILDLIFE@TBAYTEL.NET

Date: JUNE 24. 2008

DRK PHOTO:

by: 
Dan Krasemann, Owner
100 Starlight Way
Sedona, AZ 86351